



JERRY E. POWERS  
Chief Probation Officer

**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**  
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242  
(562) 940-2501



# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

September 15, 2015

48 September 15, 2015

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF A CONTRACT WITH FENTON TRANSCRIPTION, LLC TO PROVIDE  
TRANSCRIBING SERVICES FOR THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
(ALL SUPERVISORIALS DISTRICTS) (3 VOTES)**

**SUBJECT**

Approval of a contract with Fenton Transcription, LLC to provide transcribing services for the County of Los Angeles Probation Department (Probation).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the transcribing services provided under the proposed Contract can be more economically performed by the contractor rather than by County employees.
2. Approve and instruct the Mayor to sign the attached Contract (Attachment I) with Fenton Transcription, LLC, for an estimated annual amount of \$1,005,000 commencing January 1, 2016 through December 31, 2016.
3. Delegate authority to the Chief Probation Officer to prepare and execute Contract amendments to extend the Contract term for up to four (4) subsequent 12-month periods at an estimated annual amount of \$1,005,000 each, upon approval as to form by County Counsel.
4. Delegate authority to the Chief Probation Officer to prepare and execute amendments to the Contract for any decrease or increase not to exceed ten percent (10%) of the Contract rates and/or one hundred eighty 180 days to the period of performance pursuant to the terms of the Contract, upon approval as to form by County Counsel.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of a Contract (Attachment I) with Fenton Transcription, LLC to provide transcribing services to Probation. The proposed Contract will commence on January 1, 2016.

Probation has utilized contracted transcribing services since 1986 utilizing the Request for Proposal (RFP) process. The current Contract is set to expire on December 31, 2015. Approval of this Contract will enable Probation to continue receiving transcribing services at its designated work locations.

## **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the Countywide Strategic Plan, Goal #1: Operational Effectiveness.

## **FISCAL IMPACT/FINANCING**

Attachment II compares the cost of Contract services with the costs the County would incur if the transcribing services were provided by County employees. The annual savings to the County is estimated at \$473,000. Because the annual number of lines to be transcribed cannot be projected with certainty given fluctuations in the number of court reports, the actual Contract savings may be more or less than estimated. Attachment III provides the process used for contracting with the community business enterprises.

Funding for this agreement in the in the estimated amount of \$1,005,000 is included in the FY 2015-2016 adopted budget. The proposed Contract includes provisions for non-appropriation of funds and budget reductions.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The initial term of this Contract shall be effective January 1, 2016 through December 31, 2016. The scope of work for this Contract includes providing accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required, and transmitting the completed dictation electronically.

The proposed Contract is authorized by the Los Angeles County Charter 44.7 and Los Angeles County Code Chapter 2.121 (Proposition A). Probation has complied with all requirements for contracting with private businesses under Los Angeles County Code Chapter 2.121. Consistent with these requirements, the awarded Contract will provide all services at a cost less than the County.

Probation evaluated and determined that the Living Wage Ordinance applies to the recommended Contract. The Contract includes compliance with the requirements for the County's Living Wage Program (Los Angeles County Code, Chapter, 2.201). Fenton Transcription, LLC will pay its employees no less than \$11.84 per hour.

The contractor agrees to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the Contract and during the life of the Contract. The Contract contains the Board's required contract provisions; including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with Jury Services Ordinance, Safely Surrendered Baby law and the Child Support Program.

In accordance with the Chief Executive Office memorandum dated July 19, 2002, the proposed contractor has been instructed to register on WebVen.

The County will not request the contractor to perform services that exceed the Board- approved Contract amount, scope of work or Contract term.

Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost effective.

County Counsel has reviewed and approved the proposed Contract as to form.

### **CONTRACTING PROCESS**

To solicit for these services, a competitive Request for Proposals (RFP) was utilized and issued on June 6, 2014. As part of this process, eight (8) letters were sent to service providers. Advertisements were run in the Los Angeles Times, Eastern Group Publications and the Lynwood Journal.

The solicitation information was also made available through the Internet on the County of Los Angeles Internal Services Department and the Probation Department websites (Attachment IV).

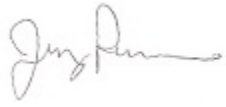
As a result, seven (7) contractors registered for the Mandatory Proposers' Conference and seven (7) potential providers attended the conference. Four (4) proposals were received and evaluated using the initial screening "pass/fail" process which was consistent with the Selection Process and Evaluation Criteria set forth in the RFP. The proposals submitted by AEGIS USA, Inc., Cron & Associates, Fenton Transcription, LLC and M2Comsys, Inc. passed the initial screening and proceeded to the final evaluation process.

The proposals were rated and scored by an evaluation committee using a point system that covered: 1) proposer's qualifications, 2) proposer's approach to provide required services, 3) proposer's quality control plan, and 4) cost proposal. Financial subjectmatter experts evaluated the financial/budget portions of the proposals and scores were provided to the evaluation committee. The evaluation committee found Fenton Transcription, LLC to be the highest ranking proposer. There were no protests received as part of this solicitation. The current Contract expires on December 31, 2015.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will enable Probation to continue the current level of services.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jerry Powers", with a stylized, flowing script.

JERRY E. POWERS  
Chief Probation Officer

JEP:TH:DS:yh

Enclosures

c: Executive Officer  
County Counsel  
Chief Executive Office



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**FENTON TRANSCRIPTION, LLC**

**TO PROVIDE**

**TRANSCRIBING SERVICES**

**JANUARY 1, 2016- DECEMBER 31, 2016**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**FENTON TRANSCRIPTION, LLC**

**TO PROVIDE**

**TRANSCRIBING SERVICES**

This Contract and Exhibits made and entered into this 15th day of September, 2015 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as Contractor. \_\_\_\_\_ is located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the Los Angeles County Probation Department has a need for the services of a Contractor to provide transcribing services; and

**WHEREAS**, the County may contract with private businesses for transcribing services when certain requirements are met; and

**WHEREAS**, based on competitive negotiations under Los Angeles County Code Chapter 2.121, the Chief Probation Officer has selected for recommendation to the Board of Supervisors the Contractor which has proposed and desires to provide transcribing services to the County; and

**WHEREAS**, the County has determined that it is legal, feasible, and cost-effective to contract for transcribing services; and

**WHEREAS**, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Code Section 2.121.250.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

**1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, G1, G2, G3, H, I, J, K, L, P, Q, Q1, R, S, T, U, V, W, X, Y and Z are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first

to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A- Statement of Work (SOW)
- 1.2 EXHIBIT B- Pricing Sheet
- 1.3 EXHIBIT C- Contractor's Proposed Schedule
- 1.4 EXHIBIT D- Contractor's EEO Certification
- 1.5 EXHIBIT E- County's Administration
- 1.6 EXHIBIT F- Contractor's Administration
- 1.7 EXHIBIT G- Employee's Acknowledgement of Employer
- EXHIBIT G1- Contractor Acknowledgement and Confidentiality Agreement
- EXHIBIT G2- Contractor Employee Acknowledgement and Confidentiality Agreement
- EXHIBIT G3- Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H- Jury Service Ordinance
- 1.9 EXHIBIT I- Safely Surrendered Baby Law
- 1.10 EXHIBIT J- Living Wage Ordinance
- 1.11 EXHIBIT K- Monthly Certification for Applicable Health Benefit Payments
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- 1.17 EXHIBIT Q- Sexual Harassment Policy
- EXHIBIT Q1- Sexual Harassment/Discrimination/Retaliation Prohibited Form
- 1.18 EXHIBIT R- Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S- Contract Discrepancy Report
- 1.20 EXHIBIT T- Confidentiality of CORI Information
- 1.21 EXHIBIT U- Performance Requirements Summary (PRS Chart)

- 1.22 EXHIBIT V- MIL-STD-105D Sample Guide
- 1.23 EXHIBIT W- Contracted Work Locations
- 1.24 EXHIBIT X- Adult and Juvenile Court Report Forms
- 1.25 EXHIBIT Y- Transmission Schedule
- 1.26 EXHIBIT Z- Late Dictation Report

This Contract, the Exhibits and the Contractor's Proposal, incorporated herein by reference, dated \_\_\_\_\_, \_\_\_\_\_ hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Subparagraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** This agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverable, services and other work including the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County.
- 2.3 **Contractor's Project Director:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County's Contract Manager:** Person designated by the County with authority for the County on contractual or administrative matters relating to this Contract
- 2.5 **County's Contract Monitor:** Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 2.6 **County's Program Manager:** Person designated by the County to manage the daily operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be for a twelve (12) month period commencing January 1, 2016 through December 31, 2016, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the Contractor, by mutual written agreement, for up to four (4) additional twelve (12) month periods for a maximum total Contract term of five (5) years.
- 4.2 Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the Contractor. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

The County maintains databases that track/monitor the Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option.

- 4.3 The Contractor shall notify the County of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

### **5.0 CONTRACT SUM**

- 5.1 The Contract fee under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for supplying all services specified under this Contract consistent with Exhibit B (Pricing Sheet). The total annual Contract sum, inclusive of all applicable taxes, is estimated at \$1,005,000 as long as the total number of lines does not exceed 6.7 million.

If total annual number of lines does exceed 6.7 million, payment shall continue to be made at the agreed upon per line rate. Notwithstanding said limitation of funds, the Contractor agrees to satisfactorily perform and complete all work specified herein.

The Contractor shall submit monthly invoices for actual services provided under this Contract. The Contractor shall retain all relevant supporting documents and make them available to the County at any time for audit purposes. Invoices shall be specific as to the services provided.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County of Los Angeles Probation Department at the address herein provided in Exhibit E (County's Administration).

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 **INVOICES AND PAYMENTS**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The

Contractor's payments shall be as provided in Exhibit B (Pricing Sheet) and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Sheet).
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.

**Prop A – Living Wage Program:**

**No invoice will be approved for payment unless the following is included:**

- **Exhibit K– Monthly Certification for Applicable Health Benefit Payments**
- **Exhibit L – Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Los Angeles County Probation Department  
Attention: Barbie Starec, Program Manager  
200 W. Woodward Avenue  
Alhambra, CA 91801**

- 5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments.



Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## **5.6 Cost of Living Adjustments (COLA'S)**

If requested by the Contractor, the Contract per line amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage Contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following Subparagraphs are designated in Exhibit E (County's Administration). The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.1 COUNTY'S CONTRACT MANAGER**

The responsibilities of the County's Contract Manager include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

### **6.2 COUNTY'S PROGRAM MANAGER**

The responsibilities of the County's Program Manager include:

- Meeting with the Contractor's Project Director on a regular basis; and

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Program Manager is not authorized to make any changes to the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.3 COUNTY'S CONTRACT MONITOR**

The County's Contract Monitor is responsible for the monitoring of the Contract and the Contractor. The County's Contract Monitor provides reports to the County's Contract Manager and the County's Program Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT DIRECTOR**

- 7.1.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director. The Contractor's Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.
- 7.1.2 When Contract work is being performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County Program Manager, an equally responsible individual shall be designated to act for the Contractor's Project Director.
- 7.1.3 The Contractor's Project Director shall have provided the required or similar services for a minimum of three (3) years within the last five (5) years and a current employee of the agency.
- 7.1.4 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 7.1.5 The Contractor's Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with the County personnel designated by the County to discuss problem areas.
- 7.1.6 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of

removal of the Contractor's Project Director and any replacement recommended by the Contractor.

7.1.7 The Contractor's Project Director is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.8 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.

7.1.9 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings, and observing and reviewing/supervising staff.

## **7.2 APPROVAL OF CONTRACTOR'S STAFF**

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Director.

### **7.2.1 Contractor Personnel**

7.2.1.1 The Contractor shall be responsible for providing competent staff to fulfill the Contract. The County shall have the right to review and approve potential staff prior to performing services under this Contract.

7.2.1.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County Contract Manager within five (5) business days of start of employment** The CORI form is provided at Appendix T.

7.2.1.3 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.

- 7.2.1.4 The County reserves the right to preclude the Contractor staff from performing services under this Contract. The Contractor shall be responsible for immediately removing and replacing any employee from working on this Contract within twenty-four (24) hours after it is requested to do so by the County's Contract Manager.
- 7.2.1.5 The County reserves the right to have the County Program Manager or a designated alternate, interview any or all prospective employees of the Contractor.
- 7.2.1.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 7.2.1.7 The Contractor shall provide the County Program Manager and the County Contract Manager with a current list of employees and keep this list updated during the Contract period.

### **7.3 INTENTIONALLY OMITTED**

### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

Background and security investigations of the Contractor's staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the Contractor. The Contractor shall be responsible for the ongoing implementation and monitoring of Subparagraphs 7.4.1 through 7.4.6 of this Contract. On at least a quarterly basis, the Contractor shall report, in writing, monitoring results to the County, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from the County.

- 7.4.1 The Contractor shall submit the names of the Contractor's or Subcontractor's employees to the County's Program Manager prior to the employee starting work on this Contract. The County will schedule appointments to conduct background investigation/record checks based on fingerprints of the Contractor's or Subcontractor's employees, the County shall have the right to conduct background investigations of the Contractor's or Subcontractor's employees at any time. **The Contractor's or Subcontractor's employees shall not begin work on this Contract before receiving written notification of clearance from the County.**
- 7.4.2 No personnel employed by the Contractor or Subcontractor for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such

information has been fully disclosed to the County and employment of the employee for this service is approved in writing by the County.

- 7.4.3 The County reserves the right to preclude the Contractor or Subcontractor from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No Contractor or Subcontractor staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 The Contractor or Subcontractor staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the County.
- 7.4.6 Because the County is charged by the state for checking the criminal records of the Contractor's or Subcontractor's employees; the County will bill the Contractor to recover these expenses. The current amount is thirty-two (\$32.00) per record check, which is subject to change by the state.

## **7.5 CONFIDENTIALITY**

The Contractor shall be responsible for safeguarding all County information provided for use by the Contractor.

- 7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including without limitation, the County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.5.2.1 The Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).
  - 7.5.2.2 The Contractor shall require each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement).
  - 7.5.2.3 The Contractor shall require each non-employee performing services covered by this Contract to sign and

adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement).

7.5.3 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.4 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to the Contractor is confidential and no such information shall be disclosed except those authorized employees of the County of Los Angeles Probation Department and law enforcement agencies.

7.5.5 The Contractor's employees shall be given copies of all cited code sections, and a form to sign as provided in Exhibit T (Confidentiality of CORI Information) regarding confidentiality of the information in adult and juvenile records. The Contractor shall retain original CORI forms and forward copies to the County's Program Manager within five (5) business days of start of employment.

7.5.6 Violations: The Contractor agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

## **7.6 NEPOTISM**

The Contractor shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor.

For the purposes of this Paragraph, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring, or supervisory responsibilities.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.
- 8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Chief Probation Officer or his/her designee.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its sole discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract, which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this



Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Program Manager within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or Subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D (Contractor's EEO Certification).

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H (Jury Service Ordinance) and incorporated by reference into and made a part of this Contract.

## **8.8.2 Written Employee Jury Service Policy.**

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 8.8.2.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

- 8.8.2.4 The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.LACounty.gov](mailto:GAINGROW@dpss.LACounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a

specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of the time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.



The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1 (Amendments) and received via

communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 As previously instructed in Paragraph 7.5 (Confidentiality) the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement). The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement). The Contractor shall retain the original forms and forward copies to the County's Contract Manager within five (5) days of the start of employment.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 (Insurance Coverage) of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial

rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

**Yvonne Humphrey, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

**E-mail address: [Yvonne.Humphrey@Probation.LACounty.gov](mailto:Yvonne.Humphrey@Probation.LACounty.gov)**

**Fax #: (562) 940-0807**

- Contractor also shall promptly report to the County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the Contractor. The Contractor also shall promptly notify the County of any third party claim or suit filed against the Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against the Contractor and/or the County.

#### **8.24.2 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic

additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide the County with, or Contractor's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to the Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

#### **8.24.5 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by the County.

#### **8.24.6 Contractor's Insurance Shall Be Primary**

The Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### **8.24.7 Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

The Contractor shall include all Subcontractors as insureds under the Contractor's own policies, or shall provide the County with each Subcontractor's separate evidence of insurance coverage. The Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and the Contractor as additional insureds on the Subcontractor's General Liability policy. The Contractor shall obtain the County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

#### **8.24.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.10 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, the Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon the County's determination of changes in risk exposures.

### 8.25 **INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1



million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that the County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the Contractor over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Exhibit U (Performance Requirements Summary (PRS) Chart)

hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be the County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation,

in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## **8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County's Program Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

## **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law), of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or

mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E (County's Administration) and Exhibit F, (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain

itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Program Manager. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its Proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall

make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County Contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County Contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

- 8.38.5 The Contractor agrees to be bound by applicable County unsupported and disallowed cost procedures, rules and regulations, and to repay to the County any amount, with its earned interest, which is found to violate the terms of this Contract or applicable County provisions.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor



has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor's employee performs any work, hereunder, the Contractor shall ensure delivery of all such documents to:

**Yvonne Humphrey, Contract Analyst  
County of Los Angeles Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

E-mail address: [Yvonne.Humphrey@probation.LACounty.gov](mailto:Yvonne.Humphrey@probation.LACounty.gov)

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to the County Code Chapter 2.202.

## **8.42 TERMINATION FOR CONVENIENCE**

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

## **8.43 TERMINATION FOR DEFAULT**

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Contract Manager:
- The Contractor has materially breached this Contract; or
  - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Subparagraph 8.43.1, the County may procure,

upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County

officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in the County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, the County Code Chapter 2.160.

Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that the County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206 Exhibit R (Defaulted Property Tax Reduction Program/Form).

#### **8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this Contractor and/or pursue debarment of the Contractor, pursuant to the County Code Chapter 2.206 Exhibit R (Defaulted Property Tax Reduction Program/Form).

#### **8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and Subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **9.1.1 Living Wage Program**

This Contract is subject to provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010

through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the Los Angeles County Code) or that the Contractor qualifies for an exception to Living Wage Program (Section 2.201.090 of the Los Angeles County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Subparagraph, "Contractor" includes any Subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are

provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Programs' definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Contracts between the Contractor and the County (of which both Contracts are subject to the Living Wage Program), Travel Time shall mean any



period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### **9.1.3 Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County Exhibit K (Monthly Certification for Applicable Health Benefit Payments) and Exhibit L (Payroll Statement of Compliance) or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Contract with the County, but instead applies any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given day period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202 (Determinations of Contractor Non-Responsibility and Contractor Debarment).

#### **9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### **9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Subparagraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### **9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### **9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A Contract or a predecessor cafeteria services Contract with the County for at least six months prior to the date of this new Contract, which predecessor Contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.
2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **9.2 INTENTIONALLY OMITTED**

### **9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Preference.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a Contract award.

#### **9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT**

- 9.4.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Program Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or

“Confidential” on each appropriate page of any document containing such material.

- 9.4.4 The County will use reasonable means to ensure that the Contractor’s proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subparagraph 9.4.4 for any of the Contractor’s proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.4.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this Subparagraph 9.4 shall survive the expiration or termination of this Contract.

## **9.5 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys’ fees, for or by reason of any actual or alleged infringement of any third party’s patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor’s work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor’s defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim or proceeding alleging infringement or unauthorized disclosure, such that County’s continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County’s continued use of the system is not materially impeded, shall either:
  - Procure for County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or



- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.6 INTENTIONALLY OMITTED**

## **9.7 INTENTIONALLY OMITTED**

## **9.8 DATA DESTRUCTION**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, serves, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide the County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all the County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.9 INTENTIONALLY OMITTED**

## **9.10 SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION TRAINING**

- 9.10.1 The Contractor shall provide training to their employees on sexual harassment, discrimination, and retaliation. This training shall be comparable to that provided by the County of Los Angeles Probation Department to its own staff based upon Los Angeles County Code Section 5.09 as referenced in Exhibit Q (Sexual Harassment Policy).
- 9.10.2 The Contractor shall provide the County of Los Angeles Probation Department with a certification referenced in Exhibit Q1 (Sexual Harassment/ Discrimination/Retaliation Prohibited Form) noting that each individual employee has received the requisite training and has acknowledged in writing that he/she received the training and is familiar with the policies and reporting procedures. Such confirmation documentation will be required from the Contractor's staff before performing services under this Contract.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By [Signature]  
Deputy



ATTEST:

PATRICK OGAWA  
Acting Executive Officer  
of the Board of Supervisors

By [Signature]  
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM  
INTERIM COUNTY COUNSEL

By [Signature]  
EDWARD L. HSU  
DEPUTY COUNTY COUNSEL

CONTRACTOR: Fenton Transcription, LLC

By [Signature]  
Name  
Managing Partner  
Title

COUNTY OF LOS ANGELES

By [Signature]  
Mayor, Board of Supervisors

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48

SEP 15 2015

[Signature]  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

8/31/2015  
Date

78413

# **EXHIBIT A**

## **STATEMENT OF WORK**

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## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

The Contractor shall provide accurate and timely transcribing of all adult and juvenile court reports, letters and miscellaneous forms required by the forty-three (43) work locations. The County of Los Angeles Probation Department (County) may, at its sole discretion, add or delete facilities, based on the needs of the County as referenced in Exhibit W (Los Angeles County Probation Department Offices, Camps, and Placement Contracted Work Locations). It is projected that approximately 6.7 million lines will be transcribed from dictation submitted by forty-three (43) work locations during the first Contract year. The Contractor shall provide an electronic method for counting the number of lines produced per court report. Actual transcribing workload may be less than or greater than the stated volume due to unpredictable circumstances. The Contractor will install a point-to-point fractional T-1 or equivalent connection to LANet at the Contractor's secure location in order to provide service to the designated work locations. The Contractor will utilize workstations hosted on a separate internal network that do not have access to the Internet. The Contractor shall provide access to a confidential website that will guarantee access to the County Program Manager of all transcribed reports twenty-four (24) hours per day. Additionally, the Contractor shall provide for the filing, retrieval and destruction of court reports. The Contractor shall perform to the standards in Exhibit U (Performance Requirement Summary Chart).

### **2.0 SPECIFIC TASKS**

#### **2.1 General**

2.1.1 The Contractor is responsible for a digital system that will allow telephonic dictation of adult and juvenile court reports and miscellaneous forms and letters. The Contractor shall ensure that persons calling to dictate reports, forms, or letters are advised of any wait time utilizing an audio indicator and requirements to dictate. The Contractor is expected to accurately transcribe and electronically attach completed reports to the Probation Enterprise Document Management System (PEDMS), twice daily, in an efficient, timely, and scheduled manner. The Contractor shall notify the County immediately, upon determination that there is a problem with electronic transmission of documents via PEDMS, or anything that may cause a disruption in the expected level of services. The Contractor shall provide the County with a back up to the digital dictation system in case of emergencies. The Contractor is expected to provide a PEDMS Transmission Results Report in a secured manner. This report will list all records electronically sent to PEDMS (successful and unsuccessful) for verification and further processing by the County. The Contractor shall additionally provide a method of courier service for locations where digital dictation is not feasible for the County.

2.1.2 The Contractor shall ensure all transcribed materials are stored in a secure and easily retrievable manner as well as ensure the confidentiality of all of the information contained in these materials. The Contractor is expected to submit management reports to the County on a regular basis and in a timely manner.

2.1.3 The County will provide the Contractor a sample of all forms, templates, and letterheads at Contract award and as changes occur.

## 2.2 Transcribing

The Contractor shall produce accurate, legible, and neat court reports with correct spelling and grammar.

2.2.1 Completed reports must be clean and error free.

2.2.1.1 Words must not be broken and hyphenated at the end of a line; if a word is too long, it should be typed in full on the following line.

2.2.1.2 Whenever dictation is unclear to the Contractor, it shall be the responsibility of the Contractor to contact the County of Los Angeles Deputy Probation Officer (DPO) or the County of Los Angeles Supervising Deputy Probation Officer (SDPO) for clarification. If unable to reach DPO or SDPO, **leave a blank area** on the transcribed report. The Contractor shall not type the word "inaudible" or any other word when clarification is needed. The Contractor is required to leave the area blank. Further, the Contractor shall attach to the report and return to the County a statement specifying the unclear dictation and its location.

2.2.1.3 At least one line of text of the court report shall be on the signature page. No court report shall have a stand-alone signature page.

2.2.1.4 The Contractor shall proofread all reports for typographical errors, correct format, and punctuation. The County shall audit the Contractor's reports on a random basis to ensure compliance.

2.2.1.5 In the event that the Contractor utilizes telecommuters for transcribing services, the Contractor shall ensure that the confidentiality of court reports and/or other County documents are maintained while in the care of the Contractor's telecommuters. Contractor shall provide the County with

names of employees telecommuting under this Contract. Telecommuters shall reside in the State of California.

- 2.2.2 The Contractor shall use the appropriate format indicated by the DPO dictating. If the Contractor believes the dictated format to be an error, the Contractor shall contact the DPO or SDPO for verification. The different forms are listed in Exhibit X (Adult and Juvenile Court Report Forms).
- 2.2.3 The Contractor shall use the templates mandated by the County. Templates are the property of the County, and any changes to the templates are to be made only at the direction of the County. Upon request, the Contractor shall develop and provide software templates in Microsoft Word 2010, for new court report forms as directed by the County. In addition, the Contractor shall modify existing software templates (help screens, tool bars, directions for forms/inserts) and provide them to the County, upon request.
- 2.2.4 The content of the dictation shall not be changed, without the consent of the DPO or the SDPO.
- 2.2.5 If a transcribing system is developed or used by the Contractor and approved by the County, the Contractor shall provide the necessary on-site training for County employees and provide supplementary written training materials as needed. Any system developed or used by the Contractor for services specifically for the County under the resultant Contract shall be the property of the County.

## 2.3 Dictation

The Contractor shall provide an adequate number of toll-free telephone lines (per the County's assessment) dedicated for County dictation. The Contractor's toll-free telephone lines shall be available twenty-four (24) hours per day, seven (7) days per week and answered within 3-5 rings. DPOs and other County staff shall dictate digitally to the Contractor's location. Any dictation received by the Contractor after 5:00 p.m. weekdays and/or weekends and holidays is considered as work submitted the following workday.

## 2.4 Transmissions

### 2.4.1 Transmit

The Contractor shall electronically transmit the completed transcriptions to PEDMS unless otherwise instructed by the County.



The Contractor shall transmit the completed dictation, at a minimum, twice daily as listed in Exhibit Y, at least once in the morning and once in the afternoon. The afternoon transmittal to any office shall be no later than 4:30 p.m.

The Contractor shall transmit daily to the County's Program Manager a transmission log and confirmation printout of the completed dictation transmitted to PEDMS.

2.4.2 Timely Dictation – The Contractor shall transmit all transcribed Early Disposition Program reports (form number 1402) and all Special Investigation Unit reports (form number 241.1) within twenty-four (24) consecutive hours from the time the dictated material was made available to the Contractor, excluding weekends and holidays. All other transcribed material shall be transmitted to the originating work location within forty-eight (48) consecutive hours from the time the dictated material was made available to the Contractor, excluding weekends and holidays and out of sequence reports.

2.4.3 Sequence of Transcribing Reports – All court reports shall be transcribed on a first-in, first-out basis, unless otherwise instructed by the County Director of the office from which the dictation originated. See Section 2.7.3 below – NOTE: The Contractor must have capability to respond to emergency requests.

2.4.4 High Profile Reports

All high profile reports shall have an additional level of security as follows:

2.4.4.1 The Contractor shall provide the County within five (5) business days of start of the Contract, a list of one or two of the Contractor's staff responsible for transcribing high profile the County reports.

2.4.4.2 The Contractor shall keep a record of all high profile reports. The report shall include the date and time the Contractor received the report, DPO'S name, work location, the name of the Contractor's staff that transcribed the report, and the date and time the report was transmitted to the work location.

2.4.4.3 The Contractor shall provide a record of all high profile reports to the County on a monthly basis.

## 2.5 Storage and Retrieval of Court Reports

- 2.5.1 The Contractor shall retain an electronic copy of all court reports. The court reports must be deleted within six (6) months of the termination of the Contract with the County or upon the County's request.
- 2.5.2 The Contractor shall use a logical, reasonable and easily accessible filing and indexing system for storage of all court reports. If necessary, copies of court reports shall be provided to the County within two (2) hours of request. Upon the County's request, the Contractor shall make reports accessible to authorized County staff.
- 2.5.3 The system used by the Contractor shall be fully documented as to the method of indexing and filing, work flow and control functions.

## 2.6 Security

- 2.6.1 The Contractor shall provide a security system which will protect against the unauthorized release of any information contained in any court report or other documents transcribed and stored by the Contractor. The Contractor shall ensure that all employees of the Contractor have been thoroughly briefed regarding the confidentiality requirements of Sections 827 and 828 of the Welfare and Institutions Code and 1203.05, 1203.10, and 11140 through 11144 of the Penal Code of California. The Contractor shall ensure that by the first day of employment, all employees read, understand and sign Exhibit T (Confidentiality of CORI information form) and are instructed regarding disclosure of criminal records and background investigation a referenced in Subparagraph 6.4.7 below. A copy of the CORI form shall be made and forwarded to the Program Manager within five (5) business days of start of employment. The Contractor shall ensure that all employees working under this Contract have cleared background checks and have signed the CORI statement prior to start of the Contract.
- 2.6.2 The Contractor shall provide a back-up system which will eliminate the possibility of loss of stored data due to power loss or equipment failure.
- 2.6.3 The Contractor shall provide a secure, locked location for the data line and router, to be approved by the County. The Contractor's workstations must be placed in a secured location, have anti-virus software, desktop firewall software and must maintain the latest Microsoft "critical" patches. These workstations must be hosted on a separate internal network and not have access to the Internet. The workstation configuration and security of the location(s) must be approved by the County. The workstations must have Windows 7

operating system, at a minimum, with no automatic logon, individual accounts for users, and all workstation-auditing features turned on.

## 2.7 Management Information System

- 2.7.1 The Contractor shall transmit to the County's Program Manager, a log of the completed court reports being returned. The log must include, at a minimum, the number of pages and a line count for each report, the number of reports, the date and time the dictated reports were processed by the Contractor, the date and time the completed reports are being returned to the DPO, the case name, the DPO name and location, the court number, hearing date and any problems encountered.
- 2.7.2 The Contractor shall prepare, compute and submit to the County Program Manager, along with the monthly invoice, routine monthly reports. The elements of such report to be agreed upon by the County and the Contractor.
- 2.7.3 The Contractor shall keep a record of all dictations to transcribing. Dictation is due in transcribing five (5) days prior to the court date for investigation cases and six (6) days prior to the court date for supervision cases. This record should include area office, SDPO name, DPO name, total cases dictated, total cases dictated on time, total cases dictated late, total cases dictated late but excused and a percent of each as it relates to the total number of cases dictated as referenced in Exhibit Z (Late Dictation Report). This information should be provided to the County Probation Program Manager by the 10<sup>th</sup> business day of the month for the previous month as reference in Subparagraph 2.4.3 above.

Investigation dictation received four (4) or less days prior to the court date shall be considered late. Supervision dictation received five (5) or less days prior to the court date shall be considered late.

## 2.8 Self-Monitoring Reports

The Contractor shall prepare monthly reports that indicate the level of services rendered to each of the work locations and submit to the County Contract Monitor by the 10th working day of the following month. Report format and content is subject to final County review and approval.

- 2.9 All templates created and or modified for use by the Contractor in the performance of this Contract are the property of the County. All software developed for use with the templates are the property of the County and shall be made available to the County upon request and turned over to the County upon termination of Contract.

## 2.10 Introduction of New Technology

The Contactor is encouraged to suggest new technology to the County throughout the term of the Contract. The County must approve new technology in writing. Digital dictation and web-based upload and retrieval through secure connections are examples of such technology. Proposed technology must result in more productive and efficient services to the County. In the event that implementation of new technology results in lower cost to the Contractor, the County shall negotiate and adjust costs accordingly.

The Contractor's Project Director shall contact the County Program Manager and/or the County Contract Manager to notify the County of any proposed system or process enhancement. If the County accepts and approves new technology, the Contractor shall incorporate it within a reasonable time as determined by the County.

## **3.0 QUALITY CONTROL PLAN**

The Contractor(s) shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The plan shall be submitted as part of the Proposal. The original plan and any future amendments are subject to the County review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the Contractor and, if necessary, the corrective action taken. This documentation shall be made available as requested by the County during the term of the Contract as set forth in the Contract, Subparagraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 3.4 The methods for ensuring uninterrupted service to the County in the event of a strike of the County's or the Contractor's employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the Contractor being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records and information are maintained while in the care of the Contractor's employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

## 4.0 QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor(s). If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance Requirements Summary Chart) or other such procedures as may be necessary to ascertain Contractor compliance with this Contract.

### 4.1 Performance Evaluation Meetings

The County's Program Manager may meet weekly with the Contractor's Project Director during the first three (3) months of the Contract if the County's Program Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified.

4.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held monthly in accordance with a mutually agreed upon schedule, or as required by the County.

4.3 The County shall have the right to remove any Contractor personnel performing services under this Contract, who, in the opinion of the County Program Manager, is unsatisfactory. The Contractor personnel will be removed and replaced by the Contractor within twenty-four (24) hours.

### 4.4 Contract Discrepancy Report (Exhibit S)

Verbal notification of a Contract discrepancy shall be made to the Contractor's Project Director whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Program Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Program Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in

the Contract Discrepancy Report shall be submitted to the County's Program Manager within ten (10) business days.

## **5.0 DEFINITIONS**

- 5.1 Business Day: Monday through Friday, 8:00 a.m. to 5:00 p.m., not including any County holidays.
- 5.2 Contract Discrepancy Report (CDR): A report prepared by the County's Program Manager to inform the Contractor(s) of the faulty service. The CDR requires a response from the Contractor(s) explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.3 Contractor's Project Director: Person designated by the Contractor to administer the Contract operations after the Contract award.
- 5.4 County's Contract Manager: Person designated by the County with authority for County on contractual or administrative matters relating to this Contract.
- 5.5 County's Contract Monitor: Person designated by the County to monitor the Contract and provide reports to the County's Contract Manager and the County's Program Manager.
- 5.6 County's Program Manager: Person designated by the County to manage the daily operations under this Contract.
- 5.7 Court Report: A personal and social history, including criminal information of an adult and juvenile offender ordered by the court. The court report is a legal document and its contents are confidential. The report is not to be discussed with or disclosed to unauthorized persons as defined by the County.
- 5.8 Excused Late Dictation: A court report submitted after the deadline for a valid reason with the approval of the SDPO.
- 5.9 Juvenile and Adult Records: A personal and social history, including criminal information of an adult and/or juvenile offender ordered by the court. Juvenile and Adult Records are an accumulation of facts associated with an individual and his/her criminal activity.
- 5.10 LANet: Los Angeles County's high speed digital telecommunications network which establishes the ability of linking County Departments to their essential data and to each other.
- 5.11 Late Dictation: Any court report submitted after the published deadline.

- 5.12 Line: A line is defined as any printed characters extending across or partway across a page produced by a transcriber and not static wording that is part of a form.
- 5.13 Liquidated Damages: The monetary amount deducted from the Contractor's payment due to Contract non-compliance and/or deficiencies in performance.
- 5.14 Performance Requirements Summary (PRS): The statement that identifies the key performance indicators of the Contract which will be evaluated by the County to ensure Contract performance standards are met by the Contractor as referenced in Exhibit U.
- 5.15 Random Sample: A sampling method where each item in a lot has an equal chance of being selected.
- 5.16 Quality Control Plan: All necessary measures taken by the Contractor(s) to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.
- 5.17 Software: The entire set of programs, procedures, and related documentation associated with a system, including MS Word Templates and programs and program code associated with this project.
- 5.18 System: A group of units so combined as to form a whole and to operate in unison. For this project, a system would be any automated application used to create, edit, format, print, or otherwise facilitate the generation of a court report, form, letter, or statistical report. Components of this system include but are not limited to: MS Word Templates; application language, e.g. VB, VBA, etc.; MS Word, MS Excel.
- 5.19 Telecommuter: An employee who works from home, 100% of the time or part time, and has the ability to access all systems and/or software from his/her home, necessary to prepare court reports.
- 5.20 Template: A pattern that functions as a guide to the form or structure of something being made. For this project, 'template' means a protected, formatted form with intra-form edits, developed using MS Word 2000. These forms will follow the guidelines put in place by the County.

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

## **COUNTY**

### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0 (Standard Terms and Conditions) and Paragraph 8.1 (Amendments).

## **CONTRACTOR**

### **6.2 Contractor's Project Director**

- 6.2.1 The Contractor shall provide its own full time officer or employee as the Contractor's Project Director. The Contractor's Project Director or an approved alternate shall be assigned locally and available for telephone contact between 8:00 a.m. and 5:00 p.m., PT, Monday through Friday, excluding County holidays. The Contractor's Project Director shall provide overall management and coordination of this Contract, and shall act as the central point of contact with the County.
- 6.2.2 When Contract work is being performed at times other than described above or when the Contractor's Project Director cannot be present, and with prior approval of the County Program Manager, an equally responsible individual shall be designated to act for the Contractor's Project Director.
- 6.2.3 The Contractor's Project Director shall have provided the required or similar services for a minimum of three (3) years within the last five (5) years and a current employee of the agency.
- 6.2.4 The Contractor's Project Director/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Contractor's Project Director/alternate shall be able to effectively communicate in English, both orally and in writing.
- 6.2.5 The Contractor's Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with the County personnel designated by the County to discuss problem areas.



- 6.2.6 The County shall have the right of review and approval of the Contractor's Project Director. The County shall have the right of removal of the Contractor's Project Director and any replacement recommended by the Contractor.
- 6.2.7 The Contractor's Project Director is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 6.2.8 The Contractor's Project Director shall be directly involved in the hiring of staff who will deliver the contracted services.
- 6.2.9 The Contractor's Project Director shall be directly involved in supervising the staff responsible for service delivery. This shall include conducting staff meetings, and observing and reviewing/supervising staff.

### **6.3 Contractor Personnel**

- 6.3.1 The Contractor shall be responsible for providing competent staff to fulfill the Contract. The County shall have the right to review and approve potential staff prior to performing services under this Contract.
- 6.3.2 The Contractor shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgement form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for County employees having access to confidential Criminal Offender Record Information (CORI). **The Contractor shall retain the original CORI form and forward a copy to the County Contract Manager within five (5) business days of start of employment.** The CORI form is provided at Appendix T.
- 6.3.3 All personnel must be able to read, write, spell, speak and understand English, and possess good grammatical skills. In some assignments, personnel who can speak, read, write and understand Spanish will also be required.
- 6.3.4 The County reserves the right to preclude the Contractor staff from performing services under this Contract. The Contractor shall be responsible for immediately removing and replacing any employee from working on this Contract within twenty-four (24) hours after it is requested to do so by the County's Contract Manager.

- 6.3.5 The County reserves the right to have the County Program Manager or a designated alternate, interview any or all prospective employees of the Contractor.
- 6.3.6 The Contractor shall be required to conduct a background check of their employees as set forth in Paragraph 7.4 (Background and Security Investigations) of the Contract.
- 6.3.7 The Contractor shall provide the County Program Manager and the County Contract Manager with a current list of employees and keep this list updated during the Contract period.

#### **6.4 Contractor Furnished Items**

##### **6.4.1 General**

The Contractor shall provide all personnel and equipment, and supplies necessary to perform all services required by the Statement of Work.

##### **6.4.2 Equipment To Be Acquired**

The Contractor will provide a point-to-point fractional T-1 or equivalent connection to LANet in order to provide service to the designated work locations.

##### **6.4.3 Record Storage Space**

The Contractor shall provide secure storage for all records containing the County court reports and these records must be stored separately from information of other clients of the Contractor.

#### **6.5 Contractor's Office**

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Time, by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.**

#### **7.0 HOURS/DAYS OF WORK**

The Contractor shall be required to provide transcribing services from Monday to Friday. The Contractor shall not be required to provide transcribing services on weekends and County recognized holidays.

## **8.0 UNSCHEDULED WORK**

If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.
- 9.2 A standard level of performance will be required of the Contractor for the required services. Exhibit U (Performance Requirements Summary (PRS) Chart) summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the County, and liquidated damages to be imposed for unacceptable performance. The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures specified in Exhibit U, or other such procedures as may be necessary to ascertain the Contractor compliance with this Contract. Failure of the Contractor to achieve this standard can result in an assessment of liquidated damages against the Contractor's monthly payment as determined by the County.
- 9.3 When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:
  - 9.3.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
  - 9.3.2 Reduce payment to the Contractor by a computed amount based on the assessment fee(s) in the PRS.
  - 9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- 9.3.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

#### 9.4 Criteria for Determination of Payment

- 9.4.1 The Contractor shall invoice the County monthly in arrears and the County will pay to the Contractor, upon receipt of proper invoice, the monthly payment less any deductions for performance variance and/or line count discrepancies. Payments will be made monthly and only for these services rendered within the acceptable quality levels as set forth in Exhibit U (Performance Requirement Summary (PRS) Chart).
- 9.4.2 If performance of a service is unacceptable as determined by the County and the unacceptable performance was not caused by County personnel, the County will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of this Contract. The County shall have the right to reduce the Contract price to reflect the reduced value of the service provided.
- 9.4.3 When the performance is unacceptable, the County Department will complete a Contract Discrepancy Report (CDR). The CDR will require the Contractor to respond in writing, and explain the unacceptable performance, as well as how recurrence of the problem will be prevented. The Program Manager will evaluate the Contractor's explanation and determine if full payment, partial payment, or the Contract termination process is applicable.
- 9.4.4 The deduction against the Contract for unacceptable services shall be calculated as shown on the PRS Chart as referenced in Exhibit U.
- 9.4.5 For services monitored by 100% inspection, the figure in column 6 (Deduction from Contract Price) of the PRS Chart is multiplied by the number of unacceptable instances which exceed the AQL in Column 4. The resulting dollar amount is the amount of the deduction for performance variance which shall be applied against the monthly payment.
- 9.4.6 For services monitored by random sampling, the total number of defects found is used to determine the percentage of the lot which is

unacceptable. For illustration only, if a sample of 100 court reports is taken from a total output or lot of 1,000 and monitored to ensure the accuracy of the transcribing (the absence of typographical errors): Of these 100 reports, 10 were determined to have typographical errors. In order to determine the amount the Contractor will be assessed, the amount of unacceptable court reports (10) would be multiplied by the sample size (100) which equals 10%. This percentage is multiplied by the lot size (1000) and the product is 100 cases. Therefore 100 would be multiplied by \$5.00 (the amount of damages per occurrence) and the product, \$500.00, is the amount deducted from the monthly payment.

9.4.7 Actual sample sizes will be selected according to the MIL-STD-105D sample guide for sample selection as referenced in Exhibit V.

9.5 The Contractor shall be required to immediately correct those activities found by the County to be unacceptably performed. Because the sample represents the entire lot (the total number of correct reports for the day, week or month sampled), the correction of defects found by the County shall not improve the overall rating of that service.

This Subparagraph does not preclude the County's right to terminate the Contract upon ten (10) business days' written notice with or without cause, as provided for in this Contract, Standard Terms and Conditions, Paragraph 8.42 (Termination for Convenience).

/

/

/

## PRICING SHEET

The undersigned offers to provide all labor and supplies necessary to provide Transcribing Services for the Los Angeles County Probation Department as set forth in the contract.

Said work shall be done for the period prescribed and in the matter set forth in said specifications, and compensation therefore shall be on a fixed-fee basis as provided upon the hereinafter proposal fixed rates. I agree that if the County Board of Supervisors accepts my proposal, I will commence services immediately following contract execution.

I agree to provide services for the County of Los Angeles Probation Department in accordance with the attached specifications for the following submitted compensation.

**I PROPOSE A FIXED PER LINE RATE/FEE FOR THE REQUIRED SERVICES AS FOLLOWS:**

15 Cents **per line**

(Write out dollar amount in full)

\$ \$0.15 **per line**

(Figure Amount)

**I PROPOSE AN HOURLY RATE TO DEVELOP AND/OR MODIFY COURT REPORTS FORMS AS FOLLOWS:**

Zero dollars (no charge) **per hour**

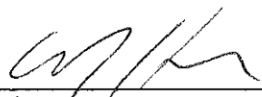
(Write out dollar amount in full)

\$ \$0.00 **per line**

(Figure Amount)

Adam Harn

Print Name of Authorized Signer



Signature

Managing Partner

Title

07/19/2014

Date

## CONTRACTOR'S PROPOSED SCHEDULE

Fenton Transcription, LLC  
31255 Cedar Valley Drive  
Suite 222  
Westlake Village, CA 91362

Transcribing Services for  
Los Angeles County Probation Department  
Staffing Plan

FACILITY OR LOCATION	EMPLOYEE NAME	CAT	POSITION TITLE	WORK SCHEDULE	HOURS		HEALTH INS.	HOURLY RATE**	MON TUE WEDTHUR FRI SATSUN							NON-CITY		HIRE DATE	TERMINATION DATE
					WORKED	FULL TIME/ PART TIME			MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL	DATE		
31255 Cedar Valley Dr. Sta. 313	Larissa Kohnman	B	Office Manager	8:30 - 16:30	8	FULL TIME	NO	\$ 26.00	3	3	3	3	3	3	3	40	15	8/15/2005	
Westlake Village	Virginia Ovella	B	QA Clerk	7:00 - 16:00	8	FULL TIME	NO	\$ 16.00	9	9	9	9	9	0	0	40	0	10/31/2005	
Westlake Village	Matthew Fenton	B	QA Clerk	9:00 - 17:00	8	FULL TIME	NO	\$16.00	6	6	6	6	6	6	6	40	10	6/16/2008	
Westlake Village	Melinda Incevic	B	QA Clerk	9:00 - 17:00	8	FULL TIME	NO	\$15.00	8	0	8	8	8	8	8	40	26	4/22/2011	
Westlake Village	Susan Suarez	B	QA Lead	8:00 - 16:30	8	FULL TIME	NO	\$22.50	8	8	8	8	8	8	8	40	40	6/16/2014	
Westlake Village	Janel Pollock	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	3/13/1995	
Home	Kim Simon	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	3	3	3	3	3	3	3	20	25	4/19/1993	
Home	Diane Estelle	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	4	4	4	4	4	4	4	20	20	3/4/1993	
Home	Kathleen Gantson	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	6	6	6	6	6	6	6	30	10	2/6/1993	
Home	Patricia Williams	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	3	3	3	3	3	3	3	40	25	3/1/1997	
Home	Sabrina McGill	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	6	6	6	6	6	6	6	40	10	7/9/2001	
Home	Amey Vico	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	10	2/8/2005	
Home	Malissa Pazar	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	6	6	6	6	6	6	6	40	20	11/1/1995	
Home	Elise Freedy	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	10/2/2000	
Home	Margaret Craig	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	10/25/2010	
Home	Debbie Moreno	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	12/17/2010	
Home	Cecelia Zimmerman	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	2/12/2004	
Home	Loni Galbani	D	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	1/15/2011	
Home	Veronica Salazar-Quinones	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	2/2/2012	
Home	Rachel Stanley	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	3/7/2012	
Home	Rebecca Foster	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	7/2/2013	
Home	Helen Siler	A	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	8/30/2013	
Home	LaTrausha Friday	B	Transcriptionist	9:00 - 17:00	8	FULL TIME	NO	\$11.84	8	8	8	8	8	8	8	40	0	5/15/2014	

\*Hire dates pending background check clearance.

\*\* Transcriptionists will be paid the higher amount of \$11.84/hour or for their production rate (based on line counts)

CAT = Category (see below)

A = Full-Time employees

B = Full-Time employees provided part-time service to County

C = Part-time employees

D = Substitute

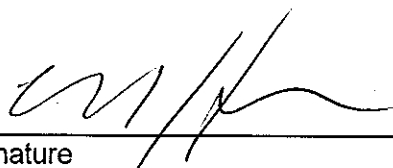
**PROPOSER'S EEO CERTIFICATION**

Fenton Transcription, LLC  
\_\_\_\_\_  
Company Name  
31255 Cedar Valley Dr. Ste 222, Westlake Village, CA 91362  
\_\_\_\_\_  
Address  
27-3800162  
\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( ✓ )	(   )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( ✓ )	(   )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( ✓ )	(   )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( ✓ )	(   )

  
\_\_\_\_\_  
Signature  
09/01/2015  
\_\_\_\_\_  
Date

Adam Harn - Managing Partner  
\_\_\_\_\_  
Name and Title of Signer (please print)



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY CONTRACT MANAGER:

Name: Tasha Howard  
Title: Director  
Address: 9150 Imperial Highway, Downey, California 90242  
Telephone: 562-940-2728 Facsimile: 562-658-2307  
E-Mail Address: Latasha.howard@probation.lacounty.gov

### COUNTY PROGRAM MANAGER:

Name: Barbie Starec  
Title: Head Clerk  
Address: 200 West Woodward Avenue  
Telephone: 626-308-5544 Facsimile: 626-308-5287  
E-Mail Address: Barbie.Starec@probation.lacounty.gov

### COUNTY CONTRACT MONITOR:

Name: Sandra Torres  
Title: Supervising Program Analyst  
Address: 7639 South Painter Avenue, Whittier, California 90602  
Telephone: 562-907-3004 Facsimile: 562-464-2831  
E-Mail Address: Sandra.torres@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Fenton Transcription, LLC**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:****Name:** Adam Harn**Title:** Managing Partner**Address:** 31255 Cedar Valley Dr. Ste 222, Westlake Village, CA 91362**Telephone:** (818) 991-8002**Facsimile:** (818) 991-8006**E-Mail Address:** ajharn@fentonmt.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)****Name:** Adam Harn**Title:** Managing Partner**Address:** 31255 Cedar Valley Dr. Ste 222, Westlake Village, CA 91362**Telephone:** (818) 991-8002**Facsimile:** (818) 991-8006**E-Mail Address:** ajharn@fentonmt.com**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Address:** \_\_\_\_\_**Telephone:** \_\_\_\_\_**Facsimile:** \_\_\_\_\_**E-Mail Address:** \_\_\_\_\_**Notices to Contractor shall be sent to the following:****Name:** Adam Harn**Title:** Managing Partner**Address:** 31255 Cedar Valley Dr. Ste 222, Westlake Village, CA 91362**Telephone:** (818) 991-8002**Facsimile:** (818) 991-8006**E-Mail Address:** ajharn@fentonmt.com

## EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that Fenton Transcription, LLC is my sole employer for purposes of this employment.

I rely exclusively upon Fenton Transcription, LLC for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles COUNTY for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer Fenton Transcription, LLC and the County of Los Angeles.

## ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to COUNTY Worker's Compensation Division with the Los Angeles COUNTY Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTCONTRACTOR NAME Fenton Transcription, LLC

Contract No. \_\_\_\_\_

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the COUNTY. The COUNTY requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent CONTRACTORS (CONTRACTOR'S Staff) that will provide services in the above referenced agreement are CONTRACTOR'S sole responsibility. Contractor understands and agrees that CONTRACTOR'S Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of CONTRACTOR'S Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that CONTRACTOR'S Staff are not employees of the County of Los Angeles for any purpose whatsoever and that CONTRACTOR'S Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that CONTRACTOR'S Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and CONTRACTOR'S Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and CONTRACTOR'S Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, Contractor and CONTRACTOR'S Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and CONTRACTOR'S Staff understand that if they are involved in COUNTY work, the COUNTY must ensure that Contractor and CONTRACTOR'S Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by CONTRACTOR'S Staff for the COUNTY.

Contractor and CONTRACTOR'S Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and CONTRACTOR'S Staff agree to forward all requests for the release of any data or information received to COUNTY'S Project Manager.

Contractor and CONTRACTOR'S Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and CONTRACTOR'S Staff under the above-referenced Contract. Contractor and CONTRACTOR'S Staff agree to protect these confidential materials against disclosure to other than Contractor or COUNTY employees who have a need to know the information. Contractor and CONTRACTOR'S Staff agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, Contractor and CONTRACTOR'S Staff shall keep such information confidential.

Contractor and CONTRACTOR'S Staff agree to report any and all violations of this agreement by Contractor and CONTRACTOR'S Staff and/or by any other person of whom Contractor and CONTRACTOR'S Staff become aware.

Contractor and CONTRACTOR'S Staff acknowledge that violation of this agreement may subject Contractor and CONTRACTOR'S Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: 9/1/15PRINTED NAME: Adam HarnPOSITION: Managing Partner

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR'S executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

Contractor Name Fenton Transcription, LLC

Contract No. \_\_\_\_\_

Employee Name Adam Harn**GENERAL INFORMATION:**

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the COUNTY. The COUNTY requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the COUNTY, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the COUNTY, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the COUNTY. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The COUNTY has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in COUNTY work, the COUNTY must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the COUNTY. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the COUNTY, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or COUNTY employees who have a need to know the information. I agree that if proprietary information supplied by other COUNTY vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: 9.1.15PRINTED NAME: Adam HarnPOSITION: Managing Partner

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such Contracts or Subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the County but does not include:
  - 1. A Contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A Contract where federal or state law or a condition of a federal or state program mandates the use of a particular Contractor; or
  - 3. A purchase made through a state or federal Contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The Contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

- This chapter shall apply to Contractors who enter into Contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing Contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such Contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a Contract, a Contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a Contractor's violation of any provision of this chapter, the County department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the Contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
  - 1. Has ten or fewer employees during the Contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

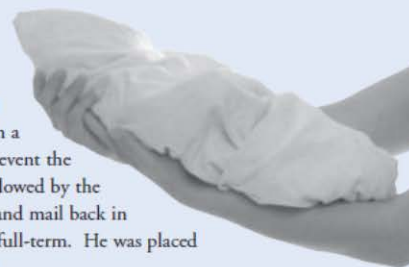
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal  
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalet y el padre/madre o el adulto que lo entregue recibirá un brazalet igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalet con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**Sections:**

- 2.201.010 - Findings.**
- 2.201.020 - Definitions.**
- 2.201.030 - Prospective effect.**
- 2.201.040 - Payment of living wage.**
- 2.201.050 - Other provisions.**
- 2.201.060 - Employer retaliation prohibited.**
- 2.201.070 - Employee retention rights.**
- 2.201.080 - Enforcement and remedies.**
- 2.201.090 - Exceptions.**
- 2.201.100 - Severability.**
- 2.201.010 - Findings.**

The board of supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles.

*(Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)*

**2.201.020 - Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any county officer or body, any County department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A Contract, or under a cafeteria services Contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a Contract with the County:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded Contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and



Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

- c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A Contracts and/or one or more cafeteria services Contracts; or
- 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's Contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A Contract" means a Contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business.  
(Ord. 2007-0011 §2, 2007: Ord. 99-0048 § 1 (part), 1999.)

### **2.201.030 - Prospective effect.**

This chapter shall be applicable to Proposition A Contracts and cafeteria services Contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. <sup>[152]</sup> It shall not be applicable to Proposition A Contracts or cafeteria services Contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

### **2.201.040 - Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A Contract or a cafeteria services Contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future Contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A Contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

(Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)



**2.201.050 - Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A Contract or a cafeteria services Contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A Contract or a cafeteria services Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A Contract, or a cafeteria services Contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on Contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A Contract or a cafeteria services Contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (*Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.*)

**2.201.060 - Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any Contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the County chief administrative officer, or to the County Auditor Controller, or to the County department administering the Proposition A Contract or cafeteria services contract. (*Ord. 99-0048 § 1 (part), 1999.*)

### **2.201.070 - Employee retention rights.**

In the event that any Proposition A Contract or cafeteria service Contract is terminated by the County prior to its expiration, any new Contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
  - 1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  - 2. Who has been employed by an employer under a predecessor Proposition A Contract or a predecessor cafeteria services contract for at least six months prior to the date of a new Contract; and
  - 3. Who is or will be terminated from his or her employment as a result of the County entering into a new Contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
  - 1. Has been convicted of a crime related to the job or his or her job performance; or
  - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.  
*(Ord. 99-0048 § 1 (part), 1999.)*

### **2.201.080 - Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A Contract or a cafeteria services Contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the Contract; and/or
  - 2. Recommend to the board of supervisors the termination of the Contract; and/or

- D. Recommend to the board of supervisors that an employer be barred from award of future County Contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.  
*(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)*

### **2.201.090 - Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the Contract period, including full time and part time employees; and
  3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the Contract awarded exceed \$1,000,000.00; or
  4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

*(Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)*

### **2.201.100 - Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

*(Ord. 99-0048 § 1 (part), 1999.)*

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#### **FOOTNOTE(S):**

<sup>(152)</sup> **Editor's note**— Ordinance 99-0048, which enacted Ch.2.201, is effective on July 22, 1999.

## MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS



**COUNTY OF LOS ANGELES  
LIVING WAGE ORDINANCE**

**MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS**

Exhibit I

**Instruction Box:** Please complete all sections of this form. Information to complete this form can be obtained from your weekly certified payroll reports. Submit this form with your Certified Payroll Report to the awarding County department. Be sure to complete and sign this form before submitting.

(1) Name: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From Payroll period: / /	(5) To Payroll period: / /
(6) Department Name:		(7) Contract Service Description:	
(8) Contractor Health Plan Name(s):		(9) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SSN	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employee Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate Health Benefit Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. Print Authorized Name:		Total (This Page)	0	0	0	0	0	0		0		0
		Grand Total (All Pages)										

Authorized Signature:	Date:	Title:	Telephone Number (include area code) ( )	Page: of
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Revised: January 2012

**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**PAYROLL STATEMENT OF COMPLIANCE**

I, Adam Harn, Managing Partner  
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by  
Fenton Transcription, LLC on the Contract #: ;  
(Company or subcontractor Name) (Service, Building or Work Site)  
that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and  
(Month and Year) (Calendar day of Month)  
ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said  
work site (Calendar day of Month) (Month and Year)  
have been paid the full weekly wages earned, that no rebates have been or will be made, either  
directly or indirectly, to or on behalf of \_\_\_\_\_.  
(Company Name)  
from the full weekly wages earned by any person, and that no deductions have been made either  
directly or indirectly, from the full wages earned by any person, other than permissible deductions as  
defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the  
Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described  
below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for employees contained therein are not less than the  
applicable County of Los Angeles Living Wage rates contained in the contract.
3. That:
- A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR  
PROGRAMS
- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above  
referenced payroll, payments of health benefits as required in the contract have been or  
will be paid to appropriate programs for the benefit of such employees.
- B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
- ☒ Each employee listed in the above referenced payroll has been paid, as indicated on the  
payroll, an amount not less than the applicable amount of the required County of Los  
Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title <u>Adam Harn - Managing Partner</u>	Owner or Company Representative Signature: <u>[Signature]</u> Date: <u>9/11/15</u>
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**





COUNTY OF LOS ANGELES/PROBATION DEPARTMENT  
PROFESSIONAL STANDARDS DIVISION  
9150 East Imperial Hwy., Downey, CA 90242



EXHIBIT P

**BACKGROUND REQUEST FORM**

**Fax: (562) 803-0753**

Requesting Agency: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
City and Zip Code: \_\_\_\_\_  
Agency Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

LEAD AGENCY (if different) \_\_\_\_\_

	Completed by Requesting Agency			Completed by Background Unit	
	Applicant's Name	Applicant's Position	Contact number	Appointment Date	Appointment Time
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Instructions to Applicants:

1. Prior to the background interview, please complete the application in black ink or typed.

2. Please bring a valid photo identification (Example: CA Driver's License, CA Identification Card)

Title 5 PERSONNEL  
**CHAPTER 5.09.010 THROUGH 5.09.030**  
**SEXUAL HARASSMENT POLICY**

**5.09.010 Sexual harassment prohibited.**

Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. It is the policy of the county of Los Angeles that sexual harassment is unacceptable and will not be tolerated. It is improper and against this policy for a county officer or employee to ask for or receive sexual favors from another county employee or prospective employee in return for or as a condition of county employment, promotion, job retention, a particular job or duty assignment, or any other action relating to county employment. It shall be the policy of the county of Los Angeles to:

- A. Dissuade such practices through communication, training and other appropriate methods that will sensitize employees and all persons involved with the county work force concerning sexual harassment issues;
- B. Investigate all observed or reported instances of sexual harassment, and take appropriate corrective action, including disciplinary action, when warranted;
- C. Provide an internal complaint process for employees who experience or witness a violation of the sexual harassment policy which will protect employee confidentiality to the extent legally permissible, shield the individual from retaliation, and allow for appropriate corrective action. (Ord. 94-0074 § 2 (part), 1994.)

**5.09.020 Sexual harassment defined.**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- B. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment. (Ord. 94-0074 § 2 (part), 1994.)

**5.09.030 Responsibilities of county personnel.**

- A. County employees: All county employees are responsible for assuring that sexual harassment does not occur in the Los Angeles County work environment. Any employee who believes that she or he has been the object of or has been affected by sexual harassment in county work situations, or who is aware of an occurrence of

Title 5 PERSONNEL  
**CHAPTER 5.09.010 THROUGH 5.09.030**  
**SEXUAL HARASSMENT POLICY**

sexual harassment, should report any such action or incidents to his or her supervisors, department head, departmental affirmative action coordinator or the county's affirmative action compliance officer so that the matter can be promptly investigated and appropriate corrective action considered.

- B. Department heads: Each department head shall be responsible for promoting a work environment free from sexual harassment in his or her department. Each department head shall personally acknowledge his or her commitment to the county's sexual harassment policy by assuring that:
  - 1. The county's sexual harassment policy is disseminated to every employee in the department;
  - 2. All managers and supervisory personnel are held accountable for complying with the county's sexual harassment policy; and
  - 3. A process for promptly responding to and resolving sexual harassment complaints within the department is in place and is communicated to all employees.
- C. Managers and supervisory personnel: Managers and supervisory personnel are responsible for the prevention and correction of sexual harassment occurrences in their areas of responsibility. Managers and supervisory personnel at all levels are responsible for:
  - 1. Ensuring that all employees in their areas of responsibility are aware of the county's sexual harassment policy;
  - 2. Ensuring that all personnel decisions are made in accordance with this policy; and
  - 3. Implementing and/or recommending immediate and appropriate corrective action when warranted.
- D. Office of Affirmative Action Compliance (OAAC): The OAAC is responsible for the following:
  - 1. Educating managers, supervisors and employees, and informing them of their rights and responsibilities under the county's sexual harassment policy;
  - 2. Developing processes for conducting investigations of alleged violations and advising management on corrective actions when such actions appear to be warranted;
  - 3. Investigating employee complaints of sexual harassment when filed with the OAAC;

Title 5 PERSONNEL  
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**SEXUAL HARASSMENT POLICY**

4. Responding to charges of sexual harassment filed by county employees with state and federal enforcement agencies; and
5. Investigating, at the request of a department head, employee complaints of sexual harassment or complaints of other types of employment discrimination, harassment or related misconduct prohibited by federal or state law, or County ordinance, policy, or departmental regulation. (Ord. 2003-0040 § 1, 2003: Ord. 94-0074 § 2 (part), 1994.)

SEXUAL HARASSMENT/DISCRIMINATION/RETALIATION  
PROHIBITED FORM

A copy of this completed document must be forwarded to the Los Angeles COUNTY Probation Department Contract Manager within five (5) business days of start of employment. All staff assigned/working under the Contract must complete a Sexual Harassment/Discrimination/Retaliation Prohibited form. Please forward a copy as follows:

**Los Angeles County Probation Department  
Attn: Contracts & Grants Management Division  
9150 E. Imperial Hwy., Rm. D-29  
Downey, CA 90242**

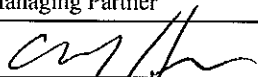
Sexual harassment is a form of unlawful sex discrimination, which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and Chapter 6 of the California Fair Employment and Housing Act. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and/or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment

The County of Los Angeles has a policy that sexual harassment is unacceptable and will not be tolerated. In addition, the County of Los Angeles has a policy that iAdam Harn should be educated and informed of their rights and responsibilities. Based upon the existence of a Contract, all Contractors' employees assigned under the Contract shall receive sexual harassment training and be famiManaging Partner d reporting procedures. Such training shall be provided by the CONTRACTOR and shall include the following at a minimum:

1. Definition of Sexual Harassment
2. Definition of Discrimination
3. Definition of Retaliation
4. Their Rights
5. Their Responsibilities
6. Procedure for Reporting Discrimination/Harassment/Retaliation with the Contractor
7. Procedure for Filing a Complaint of Discrimination/Harassment/Retaliation with the Contractor

I have read and understand that as an employee of Fenton Transcription, LLC assigned under the Contract that I must receive the above referenced training. I Adam Harn hereby confirm that I have received such training and information on September 1st, 20 15.

NAME (PRINT): Adam Harn	
POSITION: Managing Partner	
SIGNATURE: 	DATE: 9/1/15

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name: Fenton Transcription, LLC		
Company Address: 31255 Cedar Valley Dr. Ste 222, Westlake Village, CA 91362		
City: Westlake Village	State: CA	Zip Code: 91362
Telephone Number: (818) 991-8002	Email address: ajharn@fentonmt.com	
Solicitation/Contract For <u>Transcribing</u> Services:		

The Proposer/Bidder/Contractor certifies that:

- ☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles COUNTY property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the COUNTY'S Defaulted Property Tax Reduction Program during the term of any awarded Contract.

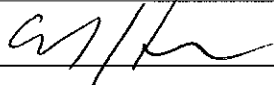
**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

\_\_\_\_\_

\_\_\_\_\_

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name: Adam Harn	Title: Managing Partner
Signature: 	Date: 9/11/15

Date: \_\_\_\_\_

## CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:      Prepared: \_\_\_\_\_  
                 Returned by Contractor: \_\_\_\_\_  
                 Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative \_\_\_\_\_ Date \_\_\_\_\_

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative \_\_\_\_\_ Date \_\_\_\_\_

COUNTY ACTIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

**CONFIDENTIALITY OF CORI INFORMATION**

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of Fenton Transcription, LLC, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any Fenton Transcription, LLC employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

  
(Signature)

Adam Harn  
Name (Print)

Managing Partner  
Classification

9/11/15  
Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.



## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

Page 1 of 2

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the County during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of County surveillance; and the liquidated damages for not meeting the AQLS.

### Quality Assurance

On an on-going basis, the Contractor performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the Contractor's performance. The methods of surveillance, which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

### Criteria for Acceptance and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in *Exhibit U*. When the performance does not meet this standard, the Contractor will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the Contractor.

The Contractor shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. The Contractor will pay the County for liquidated damages as provided herein.

The assessment of monetary damages against the Contractor for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

**PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

Page 2 of 2

Liquidated Damages

Periodically, the Contractor's performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQL'S, using the method of surveillance. If the Contractor's performance falls below the AQLS, liquidated damages shall be paid by Contractor as set forth in *Exhibit U*.

The Contractor will be notified promptly of any performance variance identified.

Corrective Action

The Contractor shall be required to immediately correct those activities found by Probation Department to be unacceptably performed at no additional cost to County.

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## PERFORMANCE REQUIREMENTS SUMMARY CHART

Required Service	Standard	Maximum Allowable Deviation(AQL)	Method of Surveillance	Liquidated Damages for Exceeding the AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Statement of Work, 1.0)	100% Adhere to County requirements	4%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks (Statement of Work, 2.0)	100% Adhere to County requirements	4%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified
Transcribing Court Reports (Statement of Work, 2.2)	Accurate, error free typing; use of proper format	One error per three pages	User Complaint Random Sampling	\$5 per page over AQL
Dictation Statement of Work, 2.3	All dictated reports transcribed, printed and accounted for	0%	Random Sampling	\$250 per occurrence
Transmissions (Statement of Work, 2.4)	All reports transmitted by established deadline	4%	Random Sampling	\$25 per occurrence per day late
Storage and Retrieval (Statement of Work, 2.5)	Within 2 hours	0%	Random Sampling	\$200 per occurrence
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Statement of Work, 3.0)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to employment (Contract, 7.4.1)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Contract, 7.4.2)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence
Contractor shall reimburse County for record check. (Contract, 7.4.7)	100% Adhere to County requirements	0%	- User and/or Staff Complaints - Random Inspections - Random and/or judgmental samplings	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. (Contract, 8.0)	100% Adhere to County requirements	0%	- Random Inspections - Random Samplings - Information from Contractor Reports	\$100 per day until rectified

.....

**MIL-STD-105D SAMPLE GUIDE**

<b>LOT SIZE</b>	<b>NORMAL SAMPLE SIZE</b>	<b>MEDIUM SAMPLE SIZE</b>	<b>SMALL SAMPLE SIZE</b>
2 - 8	2	2	2
9 - 15	3	2	2
16 - 25	5	3	3
26 - 50	8	5	5
51 - 90	20	8	8
91 - 150	20	8	8
151 - 280	32	13	13
281 - 500	50	20	13
501 - 1,200	80	32	20
1,201 - 3,200	125	50	32
3,201 - 10,000	200	80	32
10,001 - 35,000	315	125	50
35,001 - 150,000	500	200	80
150,001 - 500,000	800	315	80
500,000 AND OVER	1250	500	125

**LOS ANGELES COUNTY PROBATION DEPARTMENT  
OFFICES, CAMPS, AND PLACEMENT  
CONTRACTED WORK LOCATIONS\***

Page 1 of 2

**OFFICE LOCATIONS**

Antelope Valley Office  
42011 4<sup>th</sup> Street West, Suite 1900  
Lancaster, CA 93534

Antelope Valley Juvenile Office  
321 East Avenue K-4  
Lancaster, CA 93534

Barry J. Nidorf Juvenile Hall  
16350 Filbert Street  
Sylmar, CA 91342

Centinela Area Office  
1330 West Imperial Highway  
Los Angeles, CA 90044

Central Adult Investigations  
320 West Temple Street, Room 180  
Los Angeles, CA 90012

Crenshaw Area Office  
3606 W. Exposition Blvd.  
Los Angeles, CA 90016

Dorothy Kirby Center  
1500 Wouth McDonnell Avenue  
Commerce, CA 90022

East Los Angeles Area Office  
4849 Civic Center Way  
Los Angeles, CA 90022

East San Fernando Valley Area Office  
14414 Delano Street  
Van Nuys, CA 91401

Firestone Area Office  
8526 S. Grape Street  
Los Angeles, CA 90001

Foothill Area Office  
300 East Walnut Street, Room 200  
Pasadena, CA 91101

Harbor Area Office  
3221 Torrance Blvd  
Torrance, CA 90503

Harbor/Inglewood Office  
1 West Regent Street, Room 631  
Inglewood, CA 90301

Internal Affairs Unit  
9150 East Imperial Highway  
Downey, CA 90242

Kenyon Juvenile Justice Center  
7625 S. Central Avenue  
Los Angeles, CA 90001

Long Beach Area Office  
George Deukmejian Courthouse  
275 Magnolia Avenue Ste. 1985  
Long Beach, CA 90802

Northeast Juvenile Justice Center  
1601 Eastlake Avenue  
Los Angeles, CA 90033

Pomona Valley Area Office  
1660 West Mission Boulevard  
Pomona, CA 91766

Rio Hondo Area Office  
8240 South Broadway  
Whittier, CA 90606

San Gabriel Valley Area Office  
11234 E. Valley Blvd. Ste.302  
El Monte, CA 91731

Santa Monica Area Office  
1725 Main Street  
Santa Monica, CA 90401

South Central Area Office  
200 West Compton Boulevard  
Compton, CA 90220

Special Investigations Unit  
9150 East Imperial Highway  
Downey, CA 90242

Valencia Sub-Office  
23759 Valencia Boulevard  
Valencia, CA 91355

Van Nuys/Haynes Street Area Office  
14540 Haynes Street  
Van Nuys, CA 91411

Camp Afferbaugh  
6631 North Stephens Ranch Road  
LaVerne, CA 91750

**LOS ANGELES COUNTY PROBATION DEPARTMENT  
OFFICES, CAMPS, AND PLACEMENT  
CONTRACTED WORK LOCATIONS\***

Page 2 of 2

Camp Gonzales  
1301 North Las Virgenes Road  
Calabasas, CA 91302

Camp Holton  
12653 North Little Tujunga Canyon Road  
San Fernando, CA 91342

Camp Jarvis  
5300 West Avenue I  
Lancaster, CA 93536

Camp Kilpatrick  
427 South Encinal Canyon Road  
Malibu, CA 90265

Camp McNair  
5300 West Avenue I  
Lancaster, CA 93536

Camp Mendenhall  
42230 North Lake Hughes Road  
Lake Hughes, CA 93532

Camp Miller  
433 South Encinal Canyon Road  
Malibu, CA 90265

Camp Munz  
42220 North Lake Hughes Road  
Lake Hughes, CA 93532

Camp Onizuka  
5300 West Avenue I  
Lancaster, CA 93536

Camp Paige  
6601 North Stephens Road  
LaVerne, CA 91750

Camp Resnik  
5300 West Avenue I  
Lancaster, CA 93536

Camp Rockey  
1900 North Sycamore Canyon Road  
San Dimas, CA 91773

Camp Routh  
12500 Big Tujunga Canyon Road  
Tujunga, CA 91042

Camp Scobee  
5300 West Avenue I  
Lancaster, CA 93536

Camp Scott  
28700 North Bouquet Canyon Road  
Santa Clarita, CA 91390

Camp Scudder  
28750 North Bouquet Canyon Road  
Santa Clarita, CA 91390

Camp Smith  
5300 West Avenue I  
Lancaster, CA 93536

\* May be modified as determined by County

**ADULT AND JUVENILE COURT REPORT FORMS\***

<b>FORM NUMBER</b>	<b>ADULT FORM NAME</b>
5A	Blank Pleading Form
19SC	P&S; 131.3; DEJ; Post Sentence; Diversion
241A	General Supervision Report
241E	BWI/Desertion
241F	Notice on Financial Conditions
241H	Death of Probationer
241I	Violation for Financial Conditions
241J	Violation for Narcotic Testing
241K	General Violation
241L	Early Term; Reduction; Term; Dism.
241M	Supplemental Report-CII only
241N	Deportation of Probationer
241P	Probationer in Prison; 1203.2A Term in Prison
241Q	Technical Violation ( <b>Notice</b> )
522R	Request for Calendar Date
537	Report to Sheriff's Department-Probation Violator
613	Continuance/Prob-DEJ Denied
641	Arrest of Probationer re Violation of Probation
646	Notice to Probationer/Request for Calendar Date
691	County Parole/To Board of Parole Commissioners
712	Supplemental Report
898	Adult Commitment Transmittal
940	Probation Department Progress Report (ISC; CS)
1030	Diversion Report
1082	Notice to Court of Arrest of Probationer ( <b>Notice</b> )
1201	Modification/Non-Appearance (1203.9 PC Outgoing)
1227	Interstate Compact Report; County Supervision Report
1242	Recommended Terms and Conditions of Probation

**ADULT AND JUVENILE COURT REPORT FORMS\***

10SRG	Standard Report (Generic)
10SRDV	Standard Report (Domestic Violence)
10SRF	Standard Report (Financial)
10SRG	Standard Report (Gang)
10SRSO	Standard Report (Sex Offenses)
10HPG	High Profile (Generic)
10HPDV	High Profile (Domestic Violence)
10HPF	High Profile (Financial)
10HPGang	High Profile (Gang)
10HPSO	High Profile (Sex Offenses)
1302	DEJ/Probation Grant
1361	Waiver of Right to a Hearing Regarding COPS
1390	Request for Judgment and Entry of Judgment (1203.1b)
1395	1210PC Progress Report
1402	Early Disposition
1403	Determination of the Cost of Probation Services
P9316	County Parole Investigation Report
P10009	Pretrial Services Division Interview Form



**ADULT AND JUVENILE COURT REPORT FORMS\***

<b>FORM NUMBER</b>	<b>JUVENILE FORM NAME</b>
5A	Blank Pleading Form
24	Supplemental Investigation
24CP	Camp Furlough/Progress Report
24JR	Placement Judicial Review
25	777 Other than Placement Recommendation (Any Age)
25A-5	Notice of Violation/777 WIC
25-7	777 Placement Recommendation (Age <14) includes Case Plan
25-7T	777 Placement Recommendation (Age >14) includes Case Plan
25-P	777 Suitable Placement FF&E (Age <14) Placement Only includes 1385 Case Plan
25PT	777 Suitable Placement FF&E (Age 14+) Placement Only includes 1385 Case Plan
202A	601 WIC Petition – General
202F	601 WIC Petition – Truancy
202I	778 WIC Petition
581	Youth Authority Packet Inventory
651	Notice of Warrant Issued by Juvenile Court
706	Juvenile Petition Request Witness List
804	Information for Court Officer (Juvenile)
840	Recommendation for Continuance
981	Juvenile Court Calendar Set-on Slip Appearance Hearing-Non-Detained
1043	Probation Officer's Report for Civil Court
1086	15-Day Detention Review
1111	Notice of Potential Violation to Juvenile Court
1120	District Attorney Non-Detained Petition
1177	Request for Bench Warrant
1245	Annual Report/Progress Report/Violation/777(e) WIC
1246	Bench Warrant Report
1331	Crime/Probation Violation Probable Cause Declaration
1399	Suitable Placement Notice
1430	15-Day Post Camp Progress Report
1431	30-Day Camp Progress Report
1432	Camp Progress 60 days/120 days/7 months
1433	Community Detention Program (CDP) Report
1568	School Progress Report
1570-P	Suitable Placement FF&E (Age<14) Placement Only includes 1385 Case Plan
1570-PT	Suitable Placement FF&E (Age 14+) Placement Only includes 1385 Case Plan & TILP
1570-R	Placement Recommendation (Age <14) includes Case Plan
1570-RO	Other than Placement Recommendation (Any Age)
1570-RT	Placement Recommendation (Age 14+) includes Case Plan and TILP
1570-D	241.1 WIC Placement Recommendation (Age < 14) includes Case Plan
1570-DO	241.1 WIC Other than Placement Recommendation (Any Age)
1570-DT	241.1 WIC Placement Recommendation (Age 14+) includes Case Plan

\* May be modified as determined by County

## TRANSMISSION SCHEDULE

OFFICE	ABBREV	Transmission Times	
		AM	PM
Antelope Valley	AV	11:10	4:10
Antelope Valley-Sub	AV-Sub	11:20	4:20
Barry J. Nidorf Juvenile Hall (Van Nuys Investigations)	BJNJH (SYLMAR)	9:15	2:15
Centinela	CE	11:25	4:25
Central Adult Investigation	CAI	9:30	2:30
Crenshaw	CR	10:00	3:00
East Los Angeles	ELA	8:45	1:45
East San Fernando Valley	ESFV	11:00	4:00
Firestone	FIR	7:45	12:45
Foothill	FO	11:30	4:30
Harbor	HA	10:30	3:30
Inglewood	ING	8:30	1:30
Kenyon Juvenile Justice Center	KJJC	8:00	1:00
Long Beach	LB	10:15	3:15
North East Juvenile Justice Center	NEJJC	11:35	4:35
Pomona	PV	11:40	4:40
Rio Hondo	RIO	8:15	1:15
San Gabriel Valley	SGV	9:45	2:45
Santa Monica	SM	10:45	3:45
South Central	SC	7:30	12:30
Valencia-Sub (Sub-Office of Antelope Valley)	VAL-sub	9:00	2:00
Van Nuys (Haynes Street)	VN	9:15	2:15

**LATE DICTATION REPORT**

AREA OFFICE: CENTINELA AREA OFFICE - JUVENILE

PERIOD: 3/17 - 3/31/08

Durham, O. SDPO	Total Reports	On Time	%	Late	%
Beard, T.	14	14	100.0		
Flowers, J.	0	0	100.0		
Jones, L.	16	16	100.0		
Reid, E.	2	2	100.0		
Tokeshi, G.	12	11	91.7	1	8.3
Bowles, C. (O.T.)	5	5	100.0		
<b>TOTAL</b>	<b>49</b>	<b>48</b>	<b>98.0</b>	<b>1</b>	<b>2.0</b>

Pugh, B. SDPO	Total Reports	On Time	%	Late	%
Bowles, C.	13	13	100.0		
Cummings, L.	8	8	100.0		
Henderson, R.	13	13	100.0		
Mayberry, R.	10	7	70.0	3	30.0
Moch, C.	16	15	93.8	1	6.3
Neuson, J.	3	3	100.0		
Roberson, A.	1	1	100.0		
<b>TOTAL</b>	<b>64</b>	<b>60</b>	<b>93.8</b>	<b>4</b>	<b>6.3</b>

Martin, J. Director	Total Reports	On Time	%	Late	%
Durham, O.	49	48	98.0	1	2.0
Pugh, B.	64	60	93.7	4	6.3
<b>TOTAL</b>	<b>113</b>	<b>108</b>	<b>95.6</b>	<b>5</b>	<b>4.4</b>

**PROBATION DEPARTMENT 2014-15**  
**Prop A Review - Transcribing Services**  
**Comparison of County's Estimated Avoidable Costs to Contractor's Costs**

**COUNTY COSTS****Direct Costs****Salaries -**

<u>Classification</u>	<u>2014-15 Max Salary</u>	<u>No. of Positions</u>	<u>No. of Months</u>	<u>Total</u>
Admin Service Mgr I	7,293.36	0.00	0	-
Head, Transcribing Services	4,796.27	1.00	12	57,555.00
Supvg Transcribing Typist	3,986.91	1.00	12	47,843.00
Supvg Transcribing Typist	3,986.91	1.00	12	47,843.00
Transcriber Typist	3,581.73	20.00	240	859,615.00
			-	-

Subtotal

1,012,856.00

Add: Cost of Living Adjustment (COLA)

(1) -

Add: Night Shift Differential Bonus

-

Less: MAPP

-

Less: 5th Step Salary Savings

(2) (68,948.15)

Total Direct Salaries

943,907.85**Employee Benefits**(3) 488,982.02

Total Salaries &amp; Employee Benefits

1,432,889.88**Services & Supplies**(4) 25,704.00**Indirect Costs** (Overhead and Supervision)(5) 19,560.00**Total Estimated Avoidable Costs**1,478,153.88**CONTRACTING COSTS****Direct Costs**

Contract costs

935,344.95**Indirect Costs**69,660.00

Total Contract Costs (Direct plus Indirect)

1,005,004.95

Estimated Savings from Contracting (Avoidable Costs less Contract Costs)

473,148.92

Percent of Savings

32.01%

Per Line Comparison\*:

County	-	\$0.2206 per line
Fenton Transcription	-	\$0.1500 per line

\*Based on 6.7 million lines per year.

## **CONTRACTING WITH COMMUNITY BUSINESS ENTERPRISES**

- I. The process used for identifying minority vendors:

The Probation Department used its current bidder's mailing list, which includes contractors listed on the County's "Directory of Minority and Women-Owned Businesses". The solicitation information was placed on the Los Angeles County Office of Small Business Contracting Opportunities website. Advertisements of bid solicitation were placed in the Los Angeles Times, the Lynwood Journal, and a group of ethnic community newspapers published by the Eastern Group Publications.

- II. A list of firms from which the Department solicited offers:

The Probation Department's Transcribing Services Bidder's list is attached.  
(Attachment III-A)

- III. On final analysis and consideration of award, Fenton Transcription, LLC was selected without regard to sex, religion, race, color, or creed.

- IV. The Organization Information Form for Fenton Transcription is attached as Attachment III-B

# Transcribing Services Bidder's List

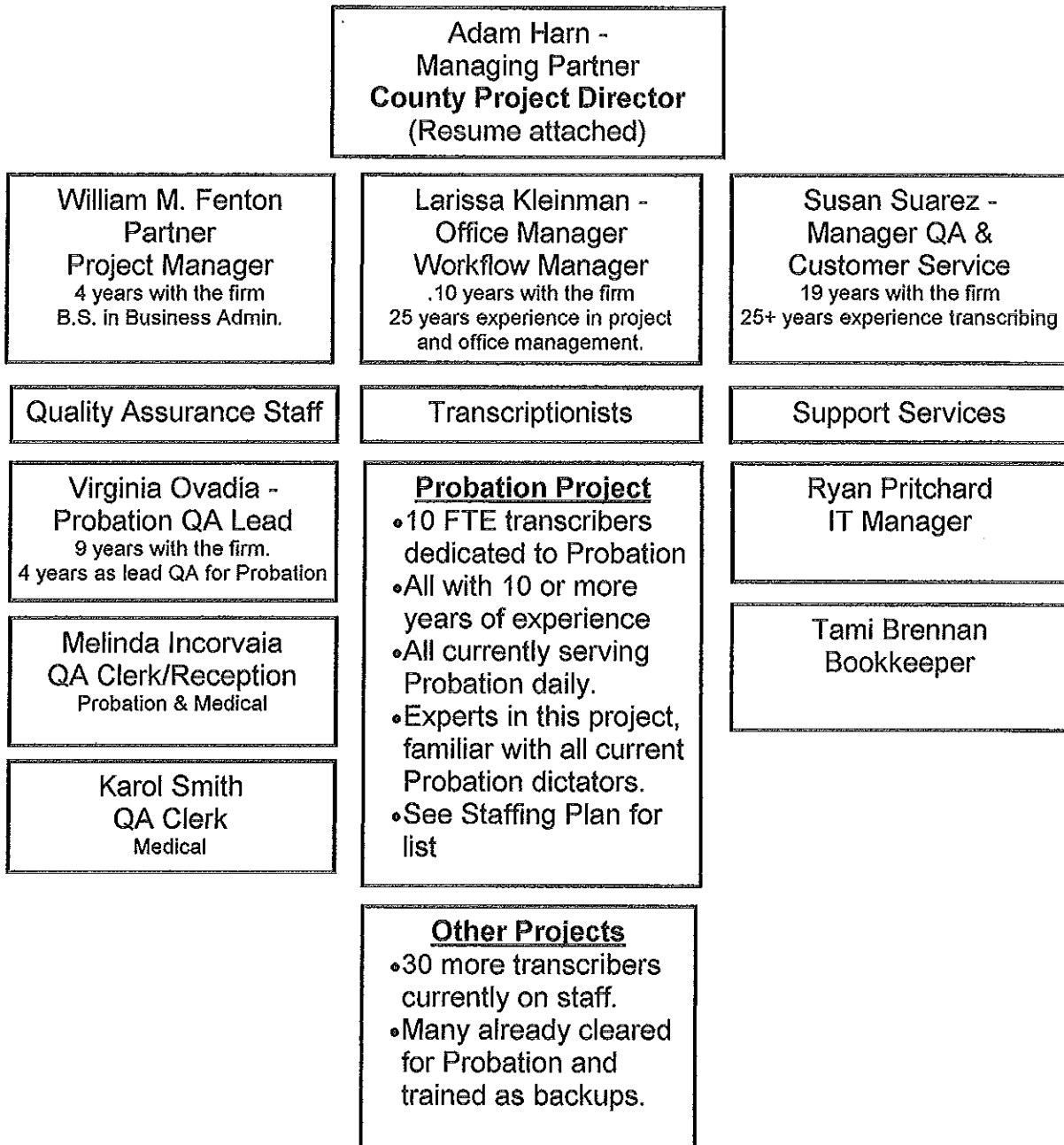
ATTACHMENT III-A

Agency Name	Agency Address	City	State	Zip Code	Agency Contact	Contact Number	Contact E-Mail
Fenton Transcription, LLC-	31255 Cedar Valley Drive, #313	Westlake Village	CA	91312	Adam Harn	818 991-8002	ajharn(a)fentonmt.com
BBT&T	9107 Wilshire Blvd. #500	Beverly Hills	CA	90210	Michelle M. Packnett	310-273-0521	bbtt(a)bbttbeverlyhills.com
OCR Litigation Services	2659 Townsgate Road, Ste 200	Westlake Village	CA	91361	Annette Duke	800-327-3003	annette@DCRLitigationServices.com
WPU, Inc.	20924 Vanowen Street	Canoga Park	CA	91303	Thida Win	818-340-1100	Thida-w2u@vahoo.com
Huntington Court Reporters	1450 W. Colorado Blvd #100	Pasadena	CA	91105	Lee Miller	626-792-7250	lmiller@huntingtoncr.com
People Support Rapidtext	111 N. 1st Street, Ste 201	Burbank	CA	91502	Glory Johnson	800-234-0304 ext 46902	Gjohnson@2eo2lesu22ort.com
High Tech Electric	5888 E. Teague	Clovis	CA	93619	James Gulke	559-299-7251	
Cron & Associates Transcription	10352 Miralage Place	Santa Ana	CA	92705	Cristine Cron	714-573-7172	<u>Crontran@pacbell.net</u>

# FENTON

## TRANSCRIPTION

### ORGANIZATIONAL CHART



**Bid Information**

**Bid Number :** 6401403  
**Bid Title :** Request for Proposals to Provide Transcribing Services  
**Bid Type :** Service  
**Department :** Probation  
**Commodity :** TRANSCRIPTION SERVICES: LEGAL AND MEDICAL  
**Open Date :** 6/6/2014  
**Closing Date :** 7/25/2014 12:00 PM  
**Notice of Intent to Award :** [View Detail](#)  
**Bid Amount :** N/A  
**Bid Download :** [Available](#)  
**Bid Description :** The County of Los Angeles Probation Department (COUNTY) is soliciting Proposals from qualified PROPOSERS to provide Transcribing Services to forty-three (43) work locations. State Law, Penal Code 1203(b) and Welfare and Institutions Codes 652 and 706, require that the COUNTY provide timely reports to the courts in all juvenile and adult criminal matters. The CONTRACTOR is expected to provide COUNTY the most efficient and economical service through both the provision of experienced transcribing staff available and the use of state-of-the-art equipment to maintain the required level of transcribing services.  
  
There will be a Mandatory Proposers' Conference where COUNTY representatives will be available to answer any questions about the RFP process and objectives. The Mandatory Proposers' Conference will be held on Wednesday, June 25, 2014, 10:00 a.m., PT, at the Rio Hondo Area Office, 8240 South Broadway, Whittier, California 90606. Those planning to attend must notify Yvonne Humphrey at (562) 658-4321 by 12:00 p.m., PT, Monday, June 23, 2014. Deadline for submitting proposals is Friday, July 25, 2014, 12:00 P.M., PT  
**Contact Name :** Yvonne Humphrey  
**Contact Phone# :** (562) 658-4321  
**Contact Email :** [YVONNE.HUMPHREY@probation.lacounty.gov](mailto:YVONNE.HUMPHREY@probation.lacounty.gov)  
**Last Changed On :** 6/9/2014 7:20:22 AM

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